

## LIABILITY ONLY POLICY

### POLICY WORDINGS

Whereas the insured by a proposal and declaration dated as stated in the Schedule which shall be basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and has paid the premium as consideration for such insurance in respect of events occurring during the period of insurance.

#### NOW THIS POLICY WITNESSETH:

That subject to the Terms, Exceptions and Conditions contained herein or endorsed or expressed hereon:

#### LIABILITY TO THIRD PARTIES

1. Subject to the Limit of liability as laid down in the schedule hereto, the Company will indemnify the insured in the event of accident caused by or arising out of the use of the Motor Vehicle anywhere in India against all sums including claimant's costs and expenses which the insured shall become legally liable to pay in respect of
  - i. death of or bodily injury to any person so far as it is necessary to meet the requirements of the Motor Vehicles Act.
  - ii. damage to property other than property belonging to the insured or held in trust or in the custody or control of the insured up to the limit specified in the schedule.
2. The Company will also pay all costs and expenses incurred with its written consent.
3. In terms of and subject to the limitations of the indemnity which is granted by this policy to the insured, the Company will indemnify any driver who is driving the Motor Vehicle on the insured's order or with insured's permission provided that such driver shall as though he/she were the insured observe fulfill and be subject to the terms exceptions and conditions of this policy in so far as they apply.
4. In the event of the death of any person entitled to indemnity under this policy the Company will in respect of the liability incurred by such person indemnify his/her personal representative in terms of and subject to the limitations of this Policy provided that such personal representative shall as though such representative was the insured observe fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.
5. The Company may at its own option
  - (A) arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Policy and
  - (B) undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Policy.

#### AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this Policy or any endorsement hereon shall affect the right of any person indemnified by this Policy or any other person to recover an amount under or by virtue of the provisions of the Motor Vehicles Act.

But the insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the said provisions.

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## APPLICATION OF LIMITS OF INDEMNITY

In the event of any accident involving indemnity to more than one person any limitation by the terms of this Policy and/or of any Endorsement thereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the insured.

## PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

Subject otherwise to the terms exceptions conditions and limitations of this Policy, the Company undertakes to pay compensation as per the following scale for bodily injury/ death sustained by the owner-driver of the vehicle in direct connection with the vehicle insured or whilst mounting into/dismounting from or traveling in the insured vehicle as a co-driver, caused by violent, accidental, external and visible means which independently of any other cause shall within six calendar months of such injury result in

|      | Nature of Injury   | Scale of compensation |
|------|--|-----------------------|
| i)   | Death  | 100%                  |
| ii)  | Loss of two limbs or sight of two eyes or one limb and sight of one eye. | 100%                  |
| iii) | Loss of one limb or sight of one eye                                     | 50%                   |
| iv)  | Permanent total disablement from injuries other than named above.        | 100%                  |

### Provided always that

- 1) The compensation shall be payable under only one of the items (i) to (iv) above in respect of the owner-driver arising out of any one occurrence and the total liability of the insurer shall not in the aggregate exceed the sum of Rs. ----- during any one period of insurance.
- 2) No compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self-injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.

### This cover is subject to

- (a) the owner-driver is the registered owner of the vehicle insured herein;
- (b) the owner-driver is the insured named in this policy;
- (c) the owner-driver holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident.

## GENERAL EXCEPTIONS

### A. Exclusions specific to the policy which cannot be waived

1. The Company shall not be liable in respect of any claim arising whilst the vehicle insured herein
  - (a) being used otherwise than in accordance with the 'Limitations as to Use' or
  - (b) being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause.
2. The Company shall not be liable for any claim arising out of any contractual liability;
3. Except so far as is necessary to meet the requirements of the Motor Vehicles Act, the Company shall not be liable in respect of death arising out of and in the course of employment of a person in the employment of the insured or in the employment of any person who is indemnified under this policy or bodily injury sustained by such person arising out of and in the course of such employment.

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4. Except so far as is necessary to meet the requirements of the Motor Vehicles Act, the Company shall not be liable in respect of death or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon or entering or mounting or alighting from the Motor Vehicle at the time of the occurrence of the event out of which any claim arises.

#### **B. Standard Exclusions**

5. The Company shall not be liable in respect of any liability directly or indirectly or proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with War, Invasion, the Act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war), Civil War, Mutiny, Rebellion, Military or usurped power or by any direct or indirect consequence of any of the said occurrences and in the event of any claim hereunder the insured shall prove that the accidental loss or damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.
6. The Company shall not be liable in respect of any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material;

#### **CONDITIONS:**

This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this policy or of the Schedule shall bear the same meaning wherever it may appear.

#### **A. Conditions when a claim arises:**

1. Notice shall be given in writing to the Company immediately upon the occurrence of any accident and in the event of any claim and thereafter the insured shall give all such information and assistance as the Company shall require. Every letter claims writ summons and/or process shall be forwarded to the Company immediately on receipt by the insured. Notice shall also be given in writing to the Company immediately the insured shall have knowledge of any impending Prosecution, Inquest or Fatal Inquiry in respect of any accident which may give rise to a claim under this Policy.

While notifying the claim, following information should be provided:

- Name of insured
  - Insured contact numbers
  - Policy number
  - Date and time of loss
  - Location of loss
  - Nature and approximate extent of loss
  - Place and contact details of the person at the loss location
2. On receipt of notice of loss, Company will respond immediately and provide information to the insured on the claim procedures.

Insured/Claimant shall submit following documents in support of the claim notified to us in addition to Claim Form. Where documents are available in public domain or with a public authority, the surveyor/Company will obtain themselves. The Company may ask additional relevant documents basis nature, complexity and circumstances of the loss.

#### **Documents for Liability claims**

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- Policy Copy
- Copy of Registration Book
- Copy of Motor Driving License of the person driving the vehicle at the time of accident
- Police Panchanama /FIR

**Documents for Personal Accident Claims**

- Policy copy
- Certificate of from government hospital doctor confirming the nature and degree of disability
- Discharge summary of the treating hospital clearly indicating the Hospital Registration No.
- Diagnostic reports
- FIR / Panchanama– (if Notified to Police) Attested or Original
- Final Police Report- (if applicable)
- Death Certificate\*
- Post Mortem report\*
- Legal Heir certificate /nominee certificate\*
- Driving license for owner driver (ODPA claim)

**(Marked with \* are required only in death claims)**

3. In case of a Personal Accident Claim on receipt of all required information/documents that are relevant and necessary for the claim, the Company shall offer a settlement of the claim to the insured/claimant within a period of 30 days. If the Company, for any reasons to be recorded in writing and communicated to the insured/claimant, decides to reject a claim under the policy, it shall do so within a period of 30 days from the receipt of information/documents. Where the claim is rejected, the Company shall give the reasons for the same in writing drawing reference to the specific terms and conditions of the policy document.

In the event the claim is not settled within 30 days as stipulated above, the Company shall be liable to pay interest at a rate, which is 2% above the bank rate from the date of receipt of last relevant and necessary document from the insured/claimant by the Company till the date of actual payment.

4. No admission, offer, promise, payment, or indemnity shall be made or given by or on behalf of the insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the insured the defense or settlement of any claim or to prosecute in the name of the insured for its own benefit any claim for indemnity or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the insured shall give all such information and assistance as the Company may require. If the Company shall make any payment in settlement of any claim and such payment includes any amount not covered by this Policy the insured shall repay to the Company the amount not so covered.

**B. Conditions applicable during the contract:**

5. The insured shall take all reasonable steps to maintain the insured vehicle in efficient condition and the company shall have at all times free and full access to examine the insured vehicle or any part thereof or any driver or employee of the insured.
6. The Company may cancel the policy by sending fifteen days' notice by recorded delivery to the insured at insured's last known address on the grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation. In the event of cancellation of this Policy on grounds of misrepresentation, fraud, non-disclosure of material facts, the policy shall stand cancelled ab-initio and there will be no refund of premium. In the event the policy is cancelled on the grounds of non-cooperation of the insured or insured has initiated cancellation of the policy subject to proof of insurance elsewhere and surrender of original certificate of insurance, then the premium shall be computed and retained in accordance with company's short period rate for the period the Policy has been in force provided no claim has occurred up to the date of cancellation. In the event a claim has occurred in which case there shall be no refund of premium. Return of the premium by the

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Company will be subject to retention of the minimum premium of Rs. 100 /- (or Rs 25. /- in respect of vehicles specifically designed/modified for use by blind/handicapped/ mentally challenged persons). Where the ownership of the vehicle is transferred, the Policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.

**SHORT PERIOD SCALE (FOR RETENTION OF PREMIUM)**

| PERIOD  | % OF ANNUAL PREMIUM RATE  |
|---|---------------------------|
| Not exceeding 1 month                         | 20%                       |
| Exceeding 1 month but not exceeding 2 months  | 30%                       |
| Exceeding 2 months but not exceeding 3 months | 40%                       |
| Exceeding 3 months but not exceeding 4 months | 50%                       |
| Exceeding 4 months but not exceeding 5 months | 60%                       |
| Exceeding 5 months but not exceeding 6 months | 70%                       |
| Exceeding 6 months but not exceeding 7 months | 80%                       |
| Exceeding 7 months but not exceeding 8 months | 90%                       |
| Exceeding 8 months                            | Full annual premium/ rate |

**Double Insurance**

When the insured vehicle is covered under another policy with identical cover, then the policy commencing later may be cancelled by the insured subject to the following.

If a vehicle is insured at any time with two different offices of the same insurer, 100% refund of premium of one policy shall be allowed by cancelling the later of the two policies. However, if the two policies are issued by two different insurers, the policy commencing later shall be cancelled by the insurer concerned and pro-rata refund of premium thereon shall be allowed.

If, however, due to requirements of Banks/Financial Institutions, intimated to the insurer in writing, the earlier dated policy is required to be cancelled, then refund of premium will be allowed after retaining premium at short period scale for the period the policy was in force prior to cancellation.

In all such eventualities, the minimum premium of Rs. \_\_\_\_\_ shall be retained.

In either case, no refund of premium shall be allowed for such cancellation if any claim has arisen on either of the policies during the period when both the policies were in operation, but prior to cancellation of one of the policies.

7. If at the time of occurrence of an event that gives rise to any claim under this policy there is in existence any other insurance covering the same liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation, cost or expense.
8. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted), such difference shall independent of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute or if they cannot agree upon a single arbitrator within 30 days of any party invoking Arbitration, the same shall be referred to a panel of three arbitrators comprising two arbitrators one to be appointed by each of the parties to the dispute / difference, and a third arbitrator to be appointed by such two

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arbitrators who shall act as the presiding arbitrator and Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to Arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be condition precedent to any right of action or suit upon this policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not, within twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

- 9.** In the event of the death of the sole insured, this policy will not immediately lapse but will remain valid for a period of three months from the date of the death of insured or until the expiry of this policy (whichever is earlier). During the said period, legal heir(s) of the insured to whom the custody and use of the Motor Vehicle passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle.

Where such legal heir(s) desire(s) to apply for transfer of this policy or obtain a new policy for the vehicle such heir(s) should make an application to the Company accordingly within the aforesaid period. All such applications should be accompanied by: -

- a) Death Certificate in respect of the insured
- b) Proof of title to the vehicle
- c) Original Policy.

**10. Transfer of ownership:**

On transfer of ownership the policy shall be deemed to be transferred in favour of the person to whom the motor vehicle is transferred with effect from the date of transfer. The transferee shall apply within fourteen days from the date of transfer in writing along with fresh proposal form duly filled up under recorded delivery to the insurer who has insured the vehicle, with the details of the registration of the vehicle, the date of transfer of the vehicle, the previous owner of the vehicle and the policy number for necessary changes in our record and issuance of fresh Certificate of Insurance.

**11. Change of Vehicle:**

Vehicle insured under the policy can be substituted by another vehicle for the balance period of the policy subject to adjustment of premium, if any, on pro-rata basis from the date of substitution on submission of fresh proposal form. Where the vehicle so substituted is not a total loss, evidence in support of continuation of insurance on the substituted vehicle shall be submitted before such substitution.

**12. Concession for Laid-Up Vehicles**

In case the vehicle is laid up in garage and not in use for a period of not less than two consecutive months then

- a) A pro-rata returns of premium for the period during which the vehicle is so laid up will be credited to the insured in consideration of suspension of the insurer's liability under the policy during the period of lay-up.

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The credited of premium will be deducted from the next renewal premium. This cannot be given as cash refund even if the policy is not renewed with the same insurer.

The calculation of the amount of the return premium will be made on the net premium on the date of issue of the policy or the date of renewal of the policy preceding the laying-up of the vehicle. OR

The expiry date of the current period of insurance under the policy will be extended for a period equal to the period the policy remained suspended on account of the layup.

The adoption of alternatives (a) or (b) above will be at the option of the insured. In either case, the insured will be required to pay Rs. 50/- towards administrative costs.

**C. Conditions precedent to the Contract:**

- 13.** The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

**D. Conditions for renewal of contract:**

- 14.** The Policy can be renewed on or before the end of the Policy Period subject to realization of renewal premium. However, We shall not be bound to give notice that such renewal is due. Also, We may exercise option of not renewing the policy on grounds of fraud, misrepresentation, non-cooperation, moral hazard or suppression of any material fact either at the time of taking the Policy or any time during the currency of the policy. Policy coverage, premium, and terms and conditions of the policy may change on renewal.

**ENDORSEMENTS:**

(Attached to and forming part of Policy)

**IMT.1. Extension of Geographical Area**

In consideration of the payment of an additional premium of Rs....it is hereby understood and agreed that notwithstanding anything contained in this Policy to the contrary the Geographical Area in this Policy shall from the ././... to the ././.... (both days inclusive) be deemed to include \*

It is further specifically understood and agreed that such geographical extension excludes cover for damage to the vehicle insured / injury to its occupants / third party liability in respect of the vehicle insured during sea voyage / air passage for the purpose of ferrying the vehicle insured to the extended geographical area.

Subject otherwise to the terms exceptions conditions and limitations of this Policy.

\*Insert Nepal, Sri Lanka, Maldives, Bhutan, Pakistan, Bangladesh as the case may be

**IMT.3. Transfer of Interest**

It is hereby understood and agreed that as from ././..... the interest in the Policy is transferred to and vested in ..... of..... carrying on or engaged in the business or profession of ..... who shall be deemed to be the Insured and whose proposal and declaration dated ././.... shall be deemed to be incorporated in and to be the basis of this contract.

Provided always that for the purpose of the No Claim Bonus, no period during which the interest in this Policy has been vested in any previous insured shall accrue to the benefit of ....

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Subject otherwise to the terms exceptions conditions and limitations of this Policy.

**IMT 4. Change of vehicle**

It is hereby understood and agreed that as from .../... / ..... the vehicle bearing Registration Number ..... is deemed to be deleted from the Schedule of the Policy and the vehicle with details specified hereunder is deemed to be included therein-

| Regd. No. | Engine/<br>Chassis No. | Make | Type of<br>Body | C.C. | Year of<br>Manufacture | Seating<br>Capacity<br>including<br>Driver | IDV |
|-----------|------------------------|------|-----------------|------|------------------------|--|-----|
|           |                        |      |                 |      |                        |  |     |

In consequence of this change, an extra / refund premium of Rs..... is charged/ allowed to the insured.

Subject otherwise to the terms exceptions conditions and limitations of this Policy.

**IMT. 11.A. Vehicles Laid Up (Lay-up period declared)**

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that from .../ .../..... to.../ ... /..... the vehicle insured is laid up in garage and not in use and during this period all liability of the insurer under this policy in respect of the vehicle insured is suspended in consideration whereof

- a) the insurer will deduct from the next renewal premium the sum of Rs.....
- b) the period of insurance by this policy is extended to.... /..../..... in view of the payment of an additional premium of Rs .....

Subject otherwise to the terms exceptions conditions and limitations of this policy.

**IMT. 11. B. Vehicles Laid Up (Lay-up period not declared)**

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that as from .... / .... /..... the vehicle no. .... insured hereunder is laid up in garage and not in use and liability of the insurer under this policy in respect of the said vehicle is suspended, Subject otherwise to the terms exceptions conditions and limitations of this Policy.

**IMT. 11.C. Termination of the Undeclared Period of Vehicle Laid Up**

It is hereby understood and agreed that the insurance by this Policy in respect of vehicle no. .... insured hereunder is reinstated in full of ..... /...../..... and the Endorsement IMT 11(B) attaching to this policy shall be deemed to be cancelled. It is further agreed that in consideration of the period during which the vehicle no. .... has been out of use.

- a) The insurer will deduct from the next renewal premium the sum of Rs.....
- b) The period of insurance by this policy is extended to.... /..../..... in view of the payment of an additional premium of Rs .....

Subject otherwise to the terms exceptions conditions and limitations of this policy.

**IMT.13. Use of Vehicle within Insured's Own Premises**

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It is hereby understood and agreed that the Company shall not be liable in respect of the vehicle insured while the vehicle is being used elsewhere than in the Insured's premises except where the vehicle is specifically required for a mission to fight a fire.

For the purposes of this endorsement "Use confined to own premises" shall mean use only on Insured's premises to which public have no general right of access.

**IMT.14. Use of Vehicle Confined to Site**

It is hereby understood and agreed that the insurer shall not be liable in respect of the vehicle insured while it is being used elsewhere than on site to which the public have no general right of access and the vehicle is not required to be registered under the Motor Vehicles Act, 1988.

**IMT.15. Personal Accident Cover to the Insured or any Named Person other than Paid Driver or Cleaner**

In consideration of the payment of an additional premium, it is hereby agreed and understood that the Company undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by the Insured person in direct connection with the vehicle insured, or whilst mounting and dismounting from or traveling in the vehicle insured and caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence of such injury result in: -

|             | <b>Details of Injury</b>  | <b>Scale of Compensation</b> |
|-------------|---|------------------------------|
| <b>i)</b>   | Death   | 100%                         |
| <b>ii)</b>  | Loss of two limbs or sight of two eyes or one limb and sight of one eye | 100%                         |
| <b>iii)</b> | Loss of one limb or sight of one eye                                    | 50%                          |
| <b>iv)</b>  | Permanent Total Disablement from injuries other than named above        | 100%                         |

**Provided always that:**

- (1)** compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the Company shall not in the aggregate exceed the sum of Rs..... during any one period of insurance in respect of any such person.
- (2)** no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self-injury, suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- (3)** such compensation shall be payable only with the approval of the Insured named in the Policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.

Subject otherwise to the terms exceptions conditions and limitations of this Policy.

**IMT.16. Personal Accident to Unnamed Passengers other than Insured and the Paid Driver or Cleaner**

In consideration of the payment of an additional premium, it is hereby understood and agreed that the Company undertakes to pay compensation on the scale provided below for bodily injuries hereinafter defined sustained by any passenger other than the Insured and/or the paid driver,

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attendant or cleaner and/or a person in the employ of the Insured coming within the scope of the Workmen's Compensation Act, 1923 and subsequent amendments of the said Act and engaged in and upon the service of the Insured at the time such injury is sustained whilst mounting into, dismounting from or traveling in the insured motor car and caused by violent accidental external and visible means which independently of any other cause shall within three calendar months of the occurrence of such injury result in :-

|             | <b>Details of Injury</b>  | <b>Scale of Compensation</b> |
|-------------|---|------------------------------|
| <b>i)</b>   | Death   | 100%                         |
| <b>ii)</b>  | Loss of two limbs or sight of two eyes or one limb and sight of one eye | 100%                         |
| <b>iii)</b> | Loss of one limb or sight of one eye                                    | 50%                          |
| <b>iv)</b>  | Permanent Total Disablement from injuries other than named above        | 100%                         |

**Provided always that:**

- (1)** compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the Company shall not in the aggregate exceed the sum of Rs.... .... \* during any one period of insurance in respect of any such person.
- (2)** no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self-injury, suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- (3)** such compensation shall be payable only with the approval of the Insured named in the Policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.
- (4)** not more than ... persons/passengers are in the vehicle insured at the time of occurrence of such injury. Subject otherwise to the terms exceptions conditions and limitations of this Policy.

Subject otherwise to the terms exceptions conditions and limitations of this Policy.

**IMT.17. Personal Accident Cover to Paid Drivers, Cleaners and Conductors**

In consideration of the payment of an additional premium, it is hereby understood and agreed that the Company undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by the paid driver/cleaner/conductor in the employ of the Insured in direct connection with the vehicle insured whilst mounting into dismounting from or traveling in the insured vehicle and caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence of such injury result in :-

|             | <b>Details of Injury</b>  | <b>Scale of Compensation</b> |
|-------------|---|------------------------------|
| <b>i)</b>   | Death   | 100%                         |
| <b>ii)</b>  | Loss of two limbs or sight of two eyes or one limb and sight of one eye | 100%                         |
| <b>iii)</b> | Loss of one limb or sight of one eye                                    | 50%                          |

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|     |  |      |
|-----|--|------|
| iv) | Permanent Total Disablement from injuries other than named above | 100% |
|-----|--|------|

**Provided always that:**

- (1) compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the Company shall not in the aggregate exceed the sum of Rs... during any one period of insurance in respect of any such person.
- (2) no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self-injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- (3) such compensation shall be payable only with the approval of the Insured named in the Policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.

Subject otherwise to the terms exceptions conditions and limitations of this Policy.

**IMT.18. Personal Accident to Unnamed Hirer and Unnamed Pillion Passengers**

In consideration of the payment of an additional premium, it is hereby understood and agreed that the Company undertakes to pay compensation to any unnamed hirer/ driver/ any unnamed pillion/ sidecar passenger\* on the scale provided below for bodily injury caused by violent accidental external and visible means whilst mounting into/onto and/or dismounting from or traveling in/on the vehicle insured which independently of any other cause shall within three calendar months of the occurrence of such injury result in :-

|      | Details of Injury   | Scale of Compensation |
|------|---|-----------------------|
| i)   | Death   | 100%                  |
| ii)  | Loss of two limbs or sight of two eyes or one limb and sight of one eye | 100%                  |
| iii) | Loss of one limb or sight of one eye                                    | 50%                   |
| iv)  | Permanent Total Disablement from injuries other than named above        | 100%                  |

**Provided always that:**

- (1) compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the Company shall not in the aggregate exceed the sum of Rs... during any one period of insurance in respect of any such person.
- (2) no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self-injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- (3) such compensation shall be payable only with the approval of the Insured named in the Policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.

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- (4) not more than .... persons/passengers are in the vehicle insured at the time of occurrence of such injury.

Subject otherwise to the terms exceptions conditions and limitations of this Policy.

**IMT.20. Reduction in the Limit of Liability for Property Damage**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in the policy the Company's liability is limited to Rs. 6000/- (Rupees six thousand only) for damage to property other than the property belonging to the Insured or held in trust or in custody or control of the Insured

In consideration of this reduction in the limit of liability a reduction in premium of Rs.... is hereby made to the Insured.

Subject otherwise to the terms conditions limitations and exceptions of the Policy.

**IMT.28. Legal Liability to Paid Driver and/or Conductor and /or Cleaner employed in Connection with the Operation of Insured Vehicle**

In consideration of an additional premium of Rs. 50/- notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that the Company shall indemnify the Insured against the insured's legal liability under the Workmen's Compensation Act, 1923 , the Fatal Accidents Act, 1855 or at Common Law and subsequent amendments of these Acts prior to the date of this Endorsement in respect of personal injury to any paid driver and/or conductor and/or cleaner whilst engaged in the service of the Insured in such occupation in connection with the vehicle insured herein and will in addition be responsible for all costs and expenses incurred with its written consent.

**Provided always that:**

- (1) This Endorsement does not indemnify the Insured in respect of any liability in cases where the Insured holds or subsequently effects with any insurer or group of insurers a Policy of Insurance in respect of liability as herein defined for Insured's general employees;
- (2) The Insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations;
- (3) The Insured shall keep record of the name of each paid driver conductor cleaner or persons employed in loading and/or unloading and the amount of wages and salaries and other earnings paid to such employees and shall at all times allow the Company to inspect such records on demand.

(Not applicable for Private Cars/Motorised Two Wheelers not used for hire or reward.)

- (4) In the event of the Policy being cancelled at the request of the Insured no refund of the premium paid in respect of this Endorsement will be allowed.

Subject otherwise to the terms conditions limitations and exceptions of the Policy except so far as necessary to meet the requirements of the Motor Vehicles Act, 1988.

**IMT.29. Legal Liability to Employees of the Insured other than Paid Driver and /or Conductor and /or Cleaner who may be Travelling or Driving in Employer's Car**

In consideration of the payment of an additional premium @ Rs.50/- per employee insured notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that the Company will indemnify the Insured against the Insured's liability at Common Law and Statutory Liability under the Fatal Accidents Act,1855 for compensation (including legal costs of any claimant) for death of or bodily injury to any employee (other than paid drivers) of the within

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named Insured being carried in or upon or entering in or getting on to or alighting from or driving the vehicle insured.

Provided that in the event of an accident whilst the vehicle insured is carrying more than... employees of the Insured (including the driver) the Insured shall repay to the Company a ratable proportion of the total amount payable by the Company by the reason of this endorsement in respect of accident in connection with such vehicle insured.

Subject otherwise to the terms, conditions limitations and exceptions of this policy.

**IMT. 30. TRAILERS.**

In consideration of the payment of an additional premium it is hereby understood and agreed that the indemnity granted by this policy shall extend to apply to the Trailer (Registration No.....)"

**Provided always that -**

- (a) the term "Trailer" shall not include its contents or anything contained thereon.
- (b) such indemnity shall not apply in respect of death or bodily injury to any person being conveyed by the said Trailer otherwise than by reason of or in pursuance of a contract of employment.

Subject otherwise to the terms, conditions limitations and exceptions of this Policy.

**IMT.31. Reliability Trials and Rallies**

In consideration of the payment of an additional premium it is hereby understood and agreed that in the indemnity granted by this Policy is extended to apply whilst the vehicle insured is engaged in .....to be held at ..... on or about the date of ././... under the auspices of .....

**Provided that -**

- (a) No indemnity shall be granted by this Endorsement to .....
- (b) This Policy does not cover use for organized racing, pace making, or speed testing.
- (c) During the course of the ....., the Company shall not be liable in respect of death of or bodily injury to any person being carried in or upon or entering or getting on to or alighting from the vehicle insured at the time of the occurrence of the event out of which any claim arises.

Provided that if the Company shall make any payment in exercise of its discretion under condition No. 3 of the Policy in settlement of any claim and such payment includes the amount for which the Insured is responsible by reason of this Endorsement the Insured shall repay to the Company forthwith the amount for which the insured is so responsible.

For the purpose of this Endorsement the expression "claim" shall mean a claim or series of claims arising out of one event.

Subject otherwise to the terms, conditions limitations and exceptions of this Policy.

**IMT.32. Accidents to Soldiers / Sailors / Airmen Employed As Drivers**

In consideration of the payment of an additional premium of Rs 100/-\* it is hereby understood and agreed that in the event of any Soldier/Sailor/Airman employed by the Insured to drive the vehicle insured being injured or killed whilst so employed, this policy will extend to relieve the Insured of his liability to indemnify Ministry of Defense under the respective Regulations.

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Subject otherwise to the terms, conditions limitations and exceptions of this Policy.

**IMT.34. Use of Commercial Type Vehicles for Both Commercial & Private Purposes**

In consideration of the payment of an additional premium of Rs..... and notwithstanding anything to the contrary contained herein it is hereby understood and agreed that

- (i) The insurer will indemnify the insured against his legal liability under Common Law and Statutory Liability under the Fatal Accidents Act, 1855 in respect of death of or bodily injury to any person not being an employee of the insured nor carried for hire or reward, whilst being carried in or upon or entering or mounting or alighting from any motor vehicle described in the Schedule to this Policy.
- (ii) This Policy shall be operative whilst any vehicle described in the Schedule hereto is being used by the insured or by any other person with the permission of the Insured for social, domestic, or pleasure purposes.

Whilst any such vehicle is being so used the insurer will in terms and subject to the limitations of and for the purposes of Section II of this policy treat as though he were the Insured person using such vehicle provided that such person -

- 1) shall as though he were the insured observe, fulfill and be subject to the terms, provisions, conditions and endorsements of this Policy in so far as they apply.
- 2) has not been refused any Motor Vehicle Insurance or continuance thereof by any insurer.

Subject otherwise to the terms, conditions limitations and exceptions of this Policy.

**IMT. 35. Hired Vehicles – Driven by Hirer**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy unless the vehicle insured is being driven by or is for the purpose of being driven by the insured in the charge of the within named insured or a driver in the insured's employment, the policy shall only be operative whilst the vehicle insured is let on hire by the insured to any person (hereinafter called the Hirer) who: -

- (i) shall have entered into a hire contract with the insured and who prior to such hiring shall have satisfactorily completed and signed a supplementary proposal form\*\*.
- (ii) shall have satisfied the insured -
  - a) that the vehicle insured will only be driven by a duly licensed driver whose license has not been endorsed;
  - b) that such driver has not been refused Motor Insurance nor had his/her insurance policy been cancelled nor had special conditions imposed nor had increased premium demanded from him/her by reason of claims experience.

It is also understood and agreed that whilst the vehicle insured is let on hire to the Hirer the insurer shall not be liable -

If the expenditure incurred by the Insurer shall include the amount for which the Insured is responsible hereunder, such amount shall be repaid by the insured to the Insurer forthwith.

For the purpose of this endorsement the expression "Claim" shall mean a claim or series of claims arising out of one cause in respect of the vehicle.

If the vehicle is used by the Hirer for carriage of passengers for hire or reward.

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Further it is agreed that the insured shall forward to the insurer the supplementary proposal referred to above, completed by the Hirer immediately after receipt thereof which proposal as well as that referred to in this policy shall be the basis of the contract expressed in this endorsement so far as it relates to the indemnity which is operative whilst the vehicle is let on hire to such Hirer.

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy.

**IMT 36 Indemnity to Hirer – Package Policy – Negligence of the insured or Hirer.**

It is hereby declared and agreed that the company will indemnify any hirer of the vehicle insured against loss, damage and liability as defined in this Policy arising in connection with the vehicle insured by reason of the negligence of the within named insured or of any employee of such insured while the vehicle insured is let on hire.

Provided that any such hirer shall as though he/she were the insured observe fulfill and be subject to the terms, exceptions, conditions and limitations of this policy in so far as they apply.

**IMT 37 Legal Liability to Non-Fare Paying Passengers other than Statutory Liability except the Fatal Accidents Act, 1855**

In consideration of the payment of an additional premium of Rs..... and notwithstanding anything to the contrary contained in Section II-1 (b) and (c) it is hereby understood and agreed that the Company Will Indemnify the Insured against his legal liability other than liability under the Statute (except the Fatal Accidents Act 1855) in respect of death of or bodily injury to:-

- i) Any employee of the within named insured who is not a workman within the meaning of the Workmen's Compensation Act prior to date of this endorsement and not being carried for hire or reward.
- ii) Any other person not being carried for hire or reward provided that the person is
  - a) charterer or representative of the charterer of the truck
  - b) Any other person directly connected with the journey in one form or other being carried in or upon or entering or mounting or alighting from any Motor Vehicle described in the schedule of the policy.

Subject otherwise to the terms exceptions conditions and limitation of this policy.

**IMT 37 A. Legal Liability to Non-Fare Paying Passengers who are not employees of the Insured**

In consideration of the paying of an additional premium of Rs.... and notwithstanding anything to the contrary contained in Section II-1 (c) it is hereby understood and agreed that the company will indemnify the insured against his legal liability other than liability under statute (except Fatal Accidents Act 1855) in respect of death or bodily injury to any person not being an employee of the insured and not carried for hire or reward provided that the person is

- a) charterer or representative of the charterer of the truck.
- b) Any other person directly connected with the journey in one form or the other being carried in or upon or entering or mounting or alighting from vehicle insured described in the SCHEDULE OF THIS POLICY.

Subject otherwise to the terms exceptions conditions and limitations of this policy.

**IMT. 38. Legal Liability to Fare paying Passengers excluding liability for accidents to employees of the Insured arising out of and in the course of their employment**

**(Commercial and Motor Trade Vehicles only)**

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In consideration of an additional premium of Rs..... and subject otherwise to the terms, exceptions, conditions and limitations of this Policy, the insurer will indemnify the insured against liability at Law for compensation (including Law Costs of any claimant) for death of or bodily injury to any person other than a person excluded under general exception being carried in or upon or entering or mounting or alighting from the Motor Vehicle.

Provided always that in the event of an accident occurring whilst the Motor Vehicle is carrying more than the number of persons mentioned in the Schedule hereto as being the licensed carrying capacity of that vehicle in addition to the conductor if any then the insured shall repay to the Insurer rateable proportion of the total amount which would be payable by the Insurer by reason of this endorsement if not more than the said number of persons were carried in the Motor Vehicle.

Provided further that in computing the number of persons for the purpose of this endorsement any 3 children not exceeding 15 years of age will be reckoned as two persons and any children in arms not exceeding 3 years of age will be disregarded.

Provided further that in the event of Policy being cancelled at the request of the insured no refund of premium paid in respect of this endorsement will be allowed.

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy.

**IMT. 39. Legal Liability to persons employed in connection with the operation and/or maintaining and/or Loading and/or Unloading of Motor Vehicles.**

In consideration of the payment of an additional premium of \*..... it is hereby understood and agreed that notwithstanding anything contained herein to the contrary the insurer shall indemnify the insured against his legal liability under the Workmen's Compensation Act, 1923 or at Common Law in respect of personal injury to any paid driver (or cleaner or conductor or person employed in loading/or unloading but in any case not exceeding seven in number including driver and cleaner) whilst engaged in the service of the insured in such occupation in connection with the ... and not exceeding seven in number and will in addition be responsible for all costs and expenses incurred with its written consent.

**Provided always that: -**

- (1) this Endorsement does not indemnify the insured in respect of any liability in cases where the insured holds or subsequently effects with any insurer or Group of Underwriters a Policy of Insurance in respect of liability as herein defined for his general employees.
- (2) the insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations.
- (3) the insured shall keep a record of the name of each driver cleaner conductor or person employed in loading and/or unloading and the amount of wages salary and other earnings paid to such employees and shall at times allow the insurer to inspect such record.
- (4) in the event of the Policy being cancelled at the request of the insured no refund of the premium paid in respect of this Endorsement will be allowed.

The premium to be calculated at the rate of Rs50/- per driver and/or cleaner or conductor and/or person employed in loading and/or unloading but not exceeding the number permitted by the Motor Vehicles Act 1988 including driver and cleaner.

Subject otherwise to the terms exceptions conditions and limitations of this Policy except so far as necessary to meet the requirements of the Motor Vehicles Act, 1988.

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**IMT. 39 A. Legal Liability under the Workmen's Compensation Act, 1923 in respect of the carriage of more than six employees (Excluding the Driver) in goods carrying vehicles.**

In consideration of the payment of an additional premium it is hereby understood and agreed that notwithstanding anything to the contrary contained herein the company shall indemnify the insured against his legal liability under the Workmen's Compensation Act, 1923 and subsequent amendments to that Act prior to the date of this endorsement in respect of death of or bodily injury to any person (other than the paid driver) exceeding six in number whilst being carried in the Motor vehicle and will in addition be responsible for all costs and expenses incurred with its written consent.

**Provided always that: -**

1. the Company shall not be liable by virtue of this Endorsement to indemnify the insured in respect of any liability in cases where the insured holds or subsequently effects with any insurance company or group of Underwriters a Policy of Insurance in respect of liability as herein defined for his general employees and where the Insured has not obtained special permission from the registration authorities for carriage of more than six such employees.
2. the insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations.
3. the insured shall keep a record of the name of each person employed in connection with the loading and unloading of the vehicles and the amount of wages salary and other earnings paid to such employees and shall at all times allow the Insurer to inspect such record.
4. in the event of the Policy being cancelled at the request of the insured no refund of the premium paid in respect of this Endorsement will be allowed.

Subject otherwise to the terms exceptions, conditions and limitations of this Policy.

**IMT. 40 Legal Liability to paid driver and/or Conductor and/or cleaner employed in connection with the operation of Motor vehicle.**

In consideration of the payment of an additional premium it is hereby understood and agreed that notwithstanding anything contained herein to the contrary the insurer shall indemnify insured against his legal liability under the **Workmen's Compensation Act, 1923 and subsequent amendments of that Act prior to the date of this endorsement, the Fatal Accidents Act, 1855 or at Common Law** in respect of personal injury to any paid driver and/or conductor and/or cleaner whilst engaged in the service of the insured in such occupation in connection with the vehicle insured and will in addition be responsible for all costs and expenses incurred with its written consent.

The premium to be calculated and paid while taking insurance of the vehicle concurred at the rate of Rs. 50/- per driver and/or conductor and/or cleaner.

**Provided always that: -**

- (1) this Endorsement does not indemnify the insured in respect of any liability in cases where the insured holds or subsequently effects with any insurer or Group of Underwriters a Policy of Insurance in respect of liability as herein defined for his general employees.
- (2) the insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations.
- (3) the insured shall keep a record of the name of each driver cleaner conductor or person

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employed in loading and/or unloading and the amount of wages salary and other earnings paid to such employees and shall at all times allow the insurer to inspect such record.

- (4) In the event of the Policy being cancelled at the request of the insured no refund of the premium paid in respect of this Endorsement will be allowed.

**IMT.42 Private Carriers (Goods Carrying Commercial Vehicles Only)**

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that the insurer shall not be liable for any loss or damage to the vehicle insured and/or for any third-party liability in respect thereof if at the time of accident, the vehicle insured under this policy is carrying goods not belonging to the insured

Subject otherwise to the terms conditions limitations and exceptions of this policy.

**IMT.44 Indemnity to Hirer – Package Policy – Negligence of the Owner or Hirer.**

It is hereby declared and agreed that in consideration of payment of an additional premium of Rs..... the Insurer will indemnify any hirer of the Vehicle insured against loss, damage and liability as defined in this Policy arising in connection with the Vehicle insured while let on hire.

Provided that any such hirer shall as though he/she were the insured observe fulfill and be subject to the terms, exceptions, conditions and limitations of this policy in so far as they apply.

**IMT.45 Indemnity to Hirer – Liability Only Policy -- Negligence of the Owner or Hirer.**

**Negligence of the Hirer**

It is hereby declared and agreed that in consideration of payment of an additional premium of Rs.....the Insurer will indemnify any hirer of the Motor Vehicle against liability as defined in this Policy arising in connection with the Motor Vehicle while let on hire.

Provided that any such hirer shall as though he were the Insured observe fulfill and be subject to the terms, exceptions, conditions and limitations of this Policy in so far as they apply.

**IMT.46 Legal Liability to passengers excluding liability for accidents to employees of the Insured arising out of and in course of their employment (Applicable to Ambulance/Hearse under class D of Commercial vehicles and to Motor Trade vehicles)**

In consideration of an additional premium of Rs..... and subject otherwise to the terms exceptions conditions and limitations of this Policy the insurer will indemnify the insured against liability at law for compensation (including legal costs of any claimant) for death of or bodily injury to any person other than a person excluded under general exception being carried in or upon or entering or mounting or alighting from the vehicle insured.

Provided always that in the event of an accident occurring whilst the vehicle insured is carrying more than the number of persons mentioned in the Schedule hereto as being the licensed carrying capacity of that vehicle in addition to the conductor if any then the insured shall repay to the insurer ratable proportion of the total amount which would be payable by the insurer by reason of this endorsement if not more than the said number of persons were carried in the vehicle insured.

Provided further that in computing the number of persons for the purpose of this endorsement any 3 children not exceeding 15 years of age will be reckoned as two persons and any children in arms not exceeding 3 years of age will be disregarded.

Provided further that in the event of Policy being cancelled at the request of the insured no refund of premium paid in respect of this endorsement will be allowed.

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Subject otherwise to the terms exceptions conditions and limitations of this policy.

**IMT.47 Mobile Cranes/Drilling Rigs/ Mobile Plants/Excavators/ Navies/ Shovels/ Grabs/ Rippers.**

It is hereby declared and agreed notwithstanding anything to the contrary contained in this Policy that in respect of the vehicle insured the Insurer shall be under no liability-

Under Section II except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988, in respect of liability incurred by the insured arising out of the operation as a tool of such vehicle or of plant forming part of such vehicle or attached thereto.

**IMT.48 Agricultural and Forestry Vehicles And Other Miscellaneous vehicles with Trailers attached - Extended Cover**

It is hereby declared and agreed that in consideration of an additional premium of Rs..... the indemnity provided by this Policy shall apply in respect of any trailer (including Agricultural Implements such as Ploughs, Harrows and the like) described in the under noted Schedule of trailers as though it were a vehicle described in the Schedule and had set against it in the Schedule the value set against it in the under noted Schedule of trailers.

Provided that the Insurer shall be under no liability under Section I of the Policy in respect of breakage of any part of the agricultural trailer or implements caused by ground obstructions.

**IMT.49 Exclusion of Liability to the Public Working Risk (Except as required by the Motor Vehicle Act, 1988)**

It is hereby declared and agreed that except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988, the Insurer shall be under no liability under Section II of this Policy in respect of liability incurred by the Insured arising out of the operation as a tool of the Motor Vehicle or of plant forming part of the Motor Vehicle or attached thereto.

**IMT.50 Cinema Film Recording and Publicity Vans**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy, the insurer shall be under no liability in respect of loss or damage to cinematic photographic or sound equipment costumes or any other technical property fixtures and fittings on the Motor Vehicle, unless they are firmly and permanently fixed to the body of the vehicle and are not detachable from time to time.

**IMT.51 Mobile Shops /Canteens and Mobile Surgeries/ Dispensaries**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy the insurer shall be under no liability in respect of

- (a) death of or bodily injury to or illness of any person caused by or through or in connection with or arising from
  - (i) poisoning of any kind or foreign or deleterious matter in food or drink
  - (ii) anything harmful in the condition of any goods supplied at or from the motor vehicle or the defective condition of the container of such goods
  - (iii) anything harmful in the condition of any goods supplied at or from the motor vehicle or defective in any treatment given at or from the motor vehicle

**IMT. 52 Exclusion of damage while in use as a Tool of Trade**

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It is hereby declared and agreed that except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988 the insurer shall be under no liability under Section II of this Policy in respect of liability incurred by the insured arising out of the operation as a tool of the motor vehicle or of plant forming part of the vehicle insured or attached thereto.

**IMT.53 Specified Attachments (Special Type Vehicles)**

It is hereby declared and agreed that while any attachment in the under noted "Schedule of attachments" is attached to the Motor Vehicle or is detached and out of use the indemnity provided by this Policy shall apply in respect of any such attachment as though it were the Motor Vehicle and had set against it in the Schedule the value set against it in the under noted "Schedule of Attachments".

**IMT.54 Mobile Plant-Inclusion of Liability to the Public Working Risk Where Tool of Trade is used only for work performed in or upon the Vehicle or Trailer.**

It is hereby declared and agreed that except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988, the Insurer shall be under no liability under Section II of this Policy in respect of liability arising out of: -

- (a) the explosion of any vessel under pressure being part of plant attached to or forming part of the Motor Vehicle.
- (b) the operation other than in or upon the Motor Vehicle forming part of or attached to
- (c) the Motor Vehicle.

**IMT.55 Mobile Plant - Inclusion of Liability to the Public Working Risk**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy the insurer shall be under no liability under Section II in respect of

- (a) death injury or damage caused by or resulting from
  - (i) subsidence flooding or water pollution.
  - (ii) damage to pipes or cables arising out of the operation as a tool of the vehicle insured or of any plant forming part of vehicle insured or attached thereto.
- (b) damage to property resulting from the manufacture construction alteration repair or treatment of such property by the insured.
- (c) death injury or damage caused by or through property on which the insured has carried out any process of manufacture, construction alteration or repair or treatment.

It is further understood and agreed that except so far as is necessary to meet the requirements of the Motor Vehicles Act 1988, the insurer shall be under no liability under Section II of this Policy in respect of liability incurred by the insured arising out of the explosion of any vessel under pressure being part of plant attached to or forming part of the vehicle insured.

**Grievance Redressal Procedure:**

At DHFL General Insurance, we want your relationship with insurance to soar beyond what you've experienced yet. To understand, appreciate, and enjoy insurance—we're here for you. However, if you aren't satisfied—please feel free to connect with us on the following channels.

Call **Us** on **Our** Toll Free 1800 123 0004 (From 8 am to 8 pm) for any queries that **You** may have!

- a. Email **Your** queries to [mycare@dhflinsurance.com](mailto:mycare@dhflinsurance.com).

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- b. Visit **Our** website [www.dhflinsurance.com](http://www.dhflinsurance.com) to register & track **Your** queries.
- c. Please walk in to any of **Our** branches or partner locations.
- d. **You** can also dispatch your letters to **Us** at:

**DHFL General Insurance Limited**  
**402, 403 & 404, A & B Wing, 4th Floor,**  
**Fulcrum, Sahar Road, Next to Hyatt Regency,**  
**Andheri (East), Mumbai, Maharashtra - 400 099**

We request you to please mention your complete details: Full Name, Policy Number and Contact Details in all your communications, to enable our customer experience expert to connect with you and provide you with quickest possible solution.

We'll make sure to acknowledge your service request within 3 working days—and try and resolve it to your satisfaction within 15 working days. That's a promise!

### Escalation

**Level 1:** While we attempt to give you best-in-class and prompt resolution for any concerns—sometimes it may not be perfect. If you felt that you weren't offered a perfect resolution, please feel free to share your feedback to our Customer Experience team [Manager.CustomerExperience@dhflinsurance.com](mailto:Manager.CustomerExperience@dhflinsurance.com)

**Level 2:** If you still are not happy about the resolution provided then you may please write to our Head Customer Experience and Grievance Redressal Officer at [Head.CustomerExperience@dhflinsurance.com](mailto:Head.CustomerExperience@dhflinsurance.com) or contact GRO at **022-40018100**.

**Level 3 :** If you are not happy with the resolution, you may approach IRDAI by calling on the **Toll-Free no. 155255 (or) 1800 4254 732**. You can also register an online complaint on the website <http://igms.irda.gov.in>.

If your concern remains unresolved after having followed the above escalation procedure then you may please approach the Insurance Ombudsman for Redressal.

**OMBUDSMAN AND ADDRESSES:** Refer the below link

<http://ecoi.co.in/ombudsman.html>

### NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES

| SR.NO. | CONTACT DETAILS   | JURISDICTION OF OFFICE  |
|--------|---|---|
| 1.     | AHMEDABAD<br>Office of the Insurance Ombudsman,<br>2nd Floor, Ambica House,<br>Near C. U. Shah College, 5, Navyug Colony,<br>Ashram Road, Ahmedabad - 380 014<br>Tel.: 079-27546150/139<br>Fax: 079-27546142<br><a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">Email: bimalokpal.ahmedabad@ecoi.co.in</a> | State of Gujarat and Union Territories of<br>Dadra & Nagar Haveli and Daman and Diu |

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|----|---|--|
| 2. | <p>BENGALURU</p> <p>Office of the Insurance Ombudsman,<br/>Jeevan Soudha Building, PID No. 57-27-N-19,<br/>Ground Floor, 19/19, 24th Main Road,<br/>JP Nagar, 1st Phase, Bengaluru - 560 078.<br/>Tel.: 080 - 26652048 / 26652049<br/><a href="mailto:bimalokpal.bengaluru@ecoi.co.in">Email: bimalokpal.bengaluru@ecoi.co.in</a></p> | Karnataka  |
| 3. | <p>BHOPAL</p> <p>Office of the Insurance Ombudsman,<br/>Janak Vihar Complex, 2nd Floor,<br/>6, Malviya Nagar, Opp. Airtel Office,<br/>Near New Market, Bhopal - 462 003.<br/>Tel: 0755 - 2769201 / 2769202<br/>Fax: 0755 - 2769203<br/><a href="mailto:bimalokpal.bhopal@ecoi.co.in">Email: bimalokpal.bhopal@ecoi.co.in</a></p>      | States of Madhya Pradesh and Chattisgarh   |
| 4. | <p>BHUBANESHWAR</p> <p>Office of the Insurance Ombudsman,<br/>62, Forest Park, Bhubaneswar - 751 009.<br/>Tel: 0674 - 2596461 / 2596455<br/>Fax: 0674 - 2596429<br/><a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">Email: bimalokpal.bhubaneswar@ecoi.co.in</a></p>   | State of Orissa  |
| 5. | <p>CHANDIGARH</p> <p>Office of the Insurance Ombudsman,<br/>S.C.O. No. 101, 102 &amp; 103, 2nd Floor,<br/>Batra Building, Sector 17 - D,<br/>Chandigarh - 160 017.<br/>Tel: 0172 - 2706196 / 2706468<br/>Fax: 0172 - 2708274<br/><a href="mailto:bimalokpal.chandigarh@ecoi.co.in">Email: bimalokpal.chandigarh@ecoi.co.in</a></p>    | States of Punjab, Haryana, Himachal Pradesh,<br>Jammu & Kashmir and Union territory of<br>Chandigarh |

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| 6. | <p>CHENNAI</p> <p>Office of the Insurance Ombudsman,<br/>Fatima Akhtar Court, 4th Floor, 453,<br/>Anna Salai, Teynampet, Chennai - 600 018.</p> <p>Tel: 044 - 24333668 / 24335284</p> <p>Fax: 044 - 24333664</p> <p><a href="mailto:bimalokpal.chennai@ecoi.co.in">Email: bimalokpal.chennai@ecoi.co.in</a></p>   | <p>State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry)</p> |
| 7. | <p>DELHI</p> <p>Office of the Insurance Ombudsman,<br/>2/2 A, Universal Insurance Building,<br/>Asaf Ali Road, New Delhi - 110 002.</p> <p>Tel: 011 - 23239633 / 23237532</p> <p>Fax: 011 - 23230858</p> <p><a href="mailto:bimalokpal.delhi@ecoi.co.in">Email: bimalokpal.delhi@ecoi.co.in</a></p>   | <p>State of Delhi</p>   |
| 8. | <p>GUWAHATI</p> <p>Office of the Insurance Ombudsman,<br/>Jeevan Nivesh, 5th Floor,<br/>Nr. Panbazar Over Bridge, S.S. Road,<br/>Guwahati - 781001 (ASSAM).</p> <p>Tel: 0361 - 2132204 / 2132205</p> <p>Fax: 0361 - 2732937</p> <p><a href="mailto:bimalokpal.guwahati@ecoi.co.in">Email: bimalokpal.guwahati@ecoi.co.in</a></p>                                    | <p>States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura</p>  |
| 9. | <p>HYDERABAD</p> <p>Office of the Insurance Ombudsman,<br/>6-2-46, 1st floor, "Moin Court",<br/>Lane Opp. Saleem Function Palace,<br/>A. C. Guards, Lakdi-Ka-Pool,<br/>Hyderabad - 500 004.</p> <p>Tel: 040 - 65504123 / 23312122</p> <p>Fax: 040 - 23376599</p> <p><a href="mailto:bimalokpal.hyderabad@ecoi.co.in">Email: bimalokpal.hyderabad@ecoi.co.in</a></p> | <p>States of Andhra Pradesh, Telangana and Union Territory of Yanam - a part of the Union Territory of Pondicherry</p>              |

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| 10. | <p>JAIPUR</p> <p>Office of the Insurance Ombudsman,<br/>Jeevan Nidhi - II Bldg, Gr. Floor,<br/>Bhawani Singh Marg, Jaipur - 302 005.</p> <p>Tel: 0141 - 2740363</p> <p><a href="mailto:bimalokpal.jaipur@ecoi.co.in">Email: bimalokpal.jaipur@ecoi.co.in</a></p>   | State of Rajasthan   |
| 11. | <p>ERNAKULAM</p> <p>Office of the Insurance Ombudsman,<br/>2nd Floor, Pulinat Bldg.,<br/>Opp. Cochin Shipyard, M. G. Road,<br/>Ernakulam - 682 015.</p> <p>Tel: 0484 - 2358759 / 2359338</p> <p>Fax: 0484 - 2359336</p> <p><a href="mailto:bimalokpal.ernakulam@ecoi.co.in">Email: bimalokpal.ernakulam@ecoi.co.in</a></p> | Kerala, Lakshadweep, Mahe-a part of<br>Pondicherry   |
| 12. | <p>KOLKATA</p> <p>Office of the Insurance Ombudsman,<br/>Hindustan Bldg. Annexe, 4th Floor,<br/>4, C.R. Avenue, Kolkata - 700 072.</p> <p>Tel: 033 - 22124339 / 22124340</p> <p>Fax: 033 - 22124341</p> <p><a href="mailto:bimalokpal.kolkata@ecoi.co.in">Email: bimalokpal.kolkata@ecoi.co.in</a></p>                     | States of West Bengal, Sikkim and Union Territories of<br>Andaman and Nicobar Islands  |
| 13. | <p>LUCKNOW</p> <p>Office of the Insurance Ombudsman,<br/>6th Floor, Jeevan Bhawan,<br/>Phase-II, Nawal Kishore Road,<br/>Hazratganj, Lucknow - 226 001.</p> <p>Tel: 0522 - 2231330 / 2231331</p> <p>Fax: 0522 - 2231310</p> <p><a href="mailto:bimalokpal.lucknow@ecoi.co.in">Email: bimalokpal.lucknow@ecoi.co.in</a></p> | District of Uttar Pradesh: Lalitpur, Jhansi, Mahoba,<br>Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur,<br>Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varansi,<br>Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur,<br>Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda,<br>Faizabad, Amethi, Kaushambi, Balrampur, Basti,<br>Ambedkarnagar, Sulanpur, Maharajganj, Santkabirnagar,<br>Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli,<br>Ballia, Sidharathnagar |

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| 14. | <p>MUMBAI</p> <p>Office of the Insurance Ombudsman,<br/>3rd Floor, Jeevan Seva Annexe, S. V. Road,<br/>Santacruz (W), Mumbai - 400 054.<br/>Tel: 022 - 26106552 / 26106960<br/>Fax: 022 - 26106052<br/><a href="mailto:bimalokpal.mumbai@ecoi.co.in">Email: bimalokpal.mumbai@ecoi.co.in</a></p>                  | <p>States of Goa, Mumbai Metropolitan Region excluding Navi Mumbai &amp; Thane</p>  |
| 15. | <p>NOIDA</p> <p>Office of the Insurance Ombudsman,<br/>Bhagwan Sahai Palace, 4th Floor,<br/>Main Road, Naya Bans, Sector 15,<br/>Distt: Gautam Buddh Nagar, U. P. - 201301.<br/>Tel: 0120-2514250 / 2514251 / 2514253<br/><a href="mailto:bimalokpal.noida@ecoi.co.in">Email: bimalokpal.noida@ecoi.co.in</a></p> | <p>States of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozabad,<br/>Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur</p> |
| 16. | <p>PATNA</p> <p>Office of the Insurance Ombudsman,<br/>1st Floor, Kalpana Arcade Building,<br/>Bazar Samiti Road, Bahadurpur,<br/>Patna - 800 006.<br/>Tel: 0612-2680952<br/><a href="mailto:bimalokpal.patna@ecoi.co.in">Email: bimalokpal.patna@ecoi.co.in</a></p>  | <p>States of Bihar and Jharkhand</p>  |
| 17. | <p>PUNE</p> <p>Office of the Insurance Ombudsman,<br/>Jeevan Darshan Bldg., 3rd Floor,<br/>C.T.S. No. 195 to 198, N. C. Kelkar Road,<br/>Narayan Peth, Pune - 411 030.<br/>Tel: 020 - 32341320<br/><a href="mailto:bimalokpal.pune@ecoi.co.in">Email: bimalokpal.pune@ecoi.co.in</a></p>                          | <p>States of Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region</p>  |

**IRDAI Regulation No 17:** This *Policy* is subject to regulation 17 of *IRDAI* (Protection of Policyholder's Interests) Regulation 2017 or any amendment thereof from time to time.

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